1950. K **File No.** Fees Drafts 50.

Legal DEPARTMENT

K Examined opp C BRANCH

Subject:—

P=40
£.

Fees claimed by D.G.Ps. for drafting & Legal Documents under the rule 43 of L.O.Rs.

File No. Fees Drafts/50.

Sol. Sectt. Slip 24 B e.

70-C

No. 786 Dated 13 Sept '49,
Office of the Dist Govt Pleader,
Dharwar.

To

The Remembrancer of Legal Affairs,
Bombay.

Sir,

I have the honour to submit herewith my bill for Rs.25/- being my fees for translating a legal document (Agreement Bond) into Kannada, under rule 22 of the Law Officers' Rules, for your counter signature and return.

I have attached here Boring Asst's No.Bg.557 of 49 dated 19-7-1949 and also the English Copy of the Agreement Bond which I have translated into Kannada, for your perusal which may please be returned when done with.

The Bill may please be countersigned and returned early.

Yours faithfully,

R.V.Jathar

Asst. Govt Pleader.

17 SEP 1949

Submitted through Mr Dal

Forwarded with compliments.
for favour of sanction.

Dist Govt Pleader

Immediate

3-47

Dir. Registered Post

Copy of memo No Bg | 10055 of 13th July 1949 from the Boring Engineer to the Agricultural Engineer to Govt. B. P. Poona to the Boring Assistant S. D. Hubli regarding one copy of agreement bond for taking agricultural bores in Souther Division is sent to him for getting it translated in to Kannd by the Government District Pleader of Dharwar as the same is now to be sent to the Superintendent Government Printing and Stationary Bombay for printing.

No Bg. 55-7 of 49
OFFICE OF THE
BORING ASSISTANT, S.D., HUBLI.
Date 19th July 1949.

To

Shri S. S. Malikhali
Government District Pleader.
DHARWAR.

Sir, Subj:— To Translate Agreement Bond in to Kannada.

With ref. to the copy of above memo. I have to enclose herewith one copy of Agreement Bond for taking agricultural Bores in S.D. with a request of getting it translated in to KANNAD. immediately and I shall receive the same to this office for further action.

The favour of an early reply is requested.

ENCL:— One Agreement Bond.

Yours faithfully—
A K Desai
Boring Assistant,
S. D., Hubli.

To A.G.P. Yes
21/7
Info
4/33

5 24 5 -

This Agreement made at the day of one thousand nine hundred and forty between the Governor of Bombay (hereafter referred to as " the Government " which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) of the one part and inhabitant of in the Taluka in the .. District (hereinafter referred to as " the Cultivator" which expression shall, unless excluded by or repugnant to the context, include the said Cultivator, his heirs, executors, administrators and assigns) of the other part.

WHEREAS the Cultivator being desirous of having a boring machine to take bores in his well/land situated in Survey No. in the village of in the Taluka in the District has applied to the Government for the boring machine complete with connections and accessories more particularly described in the Schedule hereunder (hereinafter collectively referred to as " the Plant ").

And whereas the Government has agreed to supply the boring machine and the Cultivator has agreed to take the plant on conditions hereinafter set forth:-

Now this agreement witnessth as follows:-

1. The Government shall supply to the Cultivator the boring machine, mechanic and a mate to operate the same on the following terms and conditions:-

(a) The Agricultural Engineer to Government (hereinafter referred to as " the Agricultural Engineer ") will provide the Cultivator with a boring machine a mechanic and a mate to operate it when it is available.

(b) In addition to the above the Agricultural Engineer will provide fuel and lubricating oil, grease, coal and waste, the casing pipes, couplings and shoe-cutters required for working the said machine.

(c) Labour required to erect, dismantle and work the machine.

(d) Watchman for watching the machine at night and during the day time on holidays and Bazar days.

(e) Transport of the machine and its accessories from the place where it is lying to the site of work.

(f) If the tool gets stuck or b/ drops in the bore Government shall bear the cost of labour and material required to remove the same.

(g) In case it is found necessary to abandon the bore due to the failure to remove the tool, no compensation will be payable to the cultivator in respect of any loss which he may suffer on that account.

2. The Cultivator shall provide the following:-

(a) Water required for working the machine.

(b) Lodging accommodation for the mechanic and other staff sent to site of work in connection with the boring work.

(a) The Cultivator shall pay to the Government the following charges for the supply of the machine and the mechanic and other items as mentioned above.

Sr.No.	Depth from ground level (not well bottom	4" bore per foot	6" bore per foot	8" bore per foot.
1.	0' - 100'	9-0-0	11-0-0	14-0-0
2.	101' - 200'	10-0-0	12-0-0	15-0-0
3.	201' - 300'	11-0-0	13-0-0	16-0-0
4.	301' - 400'	12-8-0	14-8-0	17-8-0
5.	401' - 500'	14-0-0	16-0-0	19-0-0

(b) The payment of the above charges shall be made in advance by the Cultivators to the Agricultural Engineer, He will pay the first advance of Rs. for the first 100 feet of work before the work is started.

Further work beyond the first 100 feet depth will be continued only after the advance for the next 100 feet depth is received. No work will be continued beyond 200 feet depth in case of M.P.Boring Machine and 400 feet depth for 6" bore, 300 feet for 8" bore and 500 feet for 4" bore in case of Ideco Boring Machine.

(b) If sufficient quantity of water is obtained due to boring the further work will be stopped and the balance of the advance after meeting the charges already incurred, will be returned to the Cultivator.

(d) The Government will not be responsible for any damage caused to crop whilst boring operations are in progress. This includes erection, actual boring, fishing out lost tools and dismantling the machine.

(e) In case it is found necessary by the Government or the Agricultural Engineer to stop the work at any stage, either temporarily or permanently, it will be stopped and no compensation shall be claimed by the Cultivator for the unfinished work.

4. All disputes between the parties hereto arising out of this agreement or in relation thereto shall be referred to the Director of Agricultural Engineering, Bombay Province, Poona whose decision shall be final and binding on both the parties to this agreement.

In witness whereof the Agricultural Engineer to Government, Bombay Province Poona, hath set his hand and the seal of his office hereto for and on behalf of the Governor of Bombay and the Cultivator hath set his hand hereto the day and the year first above written.

The Schedule referred to above.

(Particulars of the boring machine with accessories etc.)

(P.J.Patel)
Agricultural Engineer to Government,
Bombay Province,
Poona.

Signed, sealed and delivered by Esquire, the Agricultural Engineer to Government, Bombay Province, Poona, in the presence of

1. _____

2. _____

Signed and delivered by the above named Cultivator in the presence of

_____ _____

2. _____

Signature _____
(Cultivator)

RPD-11-6.

9 7-5 L.D.

R.I.No.15449.dated 20-9-49.

Submitted.

The A.G.P.,Dharwar, submits a bill for Rs.25/- for fees for translating a legal document (Agreement Bond) into Kannada under instructions from Boring Asstt., S.D. Hubli. The fee is claimed under rule 22 of the Law Officers (Conditions of Service) Rules.

2. Under rule 22 of the L.O.(C.of S.) Rules a Govt. Pleader who is asked to draft legal documents or do any conveyancing work is entitled to such remuneration not exceeding Rs.100/- for each case as the Legal Remembrancer may see fit to grant.

3. In the present case the A.G.P. Dharwar translated a legal document. Rule 22 of the L.O.(C.of S.)Rules referred to above will not, therefore, apply in this case. If any fee is to be sanctioned to the A.G.P. it will have to be sanctioned under rule 26 of the L.O.(C.of S.) Rules after concurrence of F.D.

A.

For orders.

7-10-49

As at Above.

Supt 8/10

A.S(M) There is no provision for any fee for translation of a document. He wants Rs 25/- For orders whether any and what fee shd be paid to him

10/10/49

Why was the document originally drawn up in Kannada?

No. 11881

Office of the
Remembrancer of Legal Affairs,
Bombay Castle, October 1949.

MEMORANDUM.

With reference to his letter No.786, dated the 13th September 1949 forwarding a bill for Rs.25/- for fees for translating a legal document, the Assistant Government Pleader, Dharwar is requested to state why the document was originally drawn up in Kannad.

For Remembrancer of Legal Affairs.

To

The Assistant Government Pleader,
Dharwar.

Subj: agenda items

await reply from AEP,

DH mm.

26-10 mg

26/10

No. 983 Dated 7 Nov '49,
Office of the Dist Govt Pleader,
Dharwar.

13 29

To

The Remembrancer of Legal Affairs,

Bombay.

Sir,

LEGAL
File No. 18398
Date 10/11/49

With reference to your No.11881 dated 25th Oct 1949, I have the honour to state that the document was originally drawn up in English and I translated the same in Kannada in accordance with the Boring Asst's No.557 of 1948 dated 19-7-1949. I have already mentioned this fact in my letter No.786 dated 13-9-49.

The bill may therefore be kindly countersigned and returned early.

Yours faithfully,
R.V. Jathar
Asst. Govt Pleader.

Legal Department.
18398/10-11-1949.

Submitted with pp.

Please see notes at page 11 ante. As per orders of the Secretary at page 11 ante the Assistant Govt. Pleader, Dharwar was requested to state why the document was originally drawn up in Kannad. In reply the Asstt. Govt. Pleader, Dharwar p. 15 ante states that the document was originally drawn up in English and he translated the same in Kannad in accordance with the instructions of the Boring Asstt. contained in his letter No. 557, p. 5 ante dated 19-7-1949.

For orders.

10-11-49

Supt. 10/11

A.S. (M.M.) 12/11/49

R.C.A. I am sorry I in my original endorsement the word "not" was omitted. My point was that the document should have been originally drawn up in Kannad. As per the judgment should be sanctioned instructions should be issued & all for future guidance.

Hon. L.F.D. No. 12910 dt. 15-11-1949 12/4

× Vide Memo. No. 11881/B 25-10-49 at p. 12 ante

JCE D... No. F
... No. 15-11-49

F-D.
F.

The L.D. proposal may be accepted

16/11/49

WG
16/11

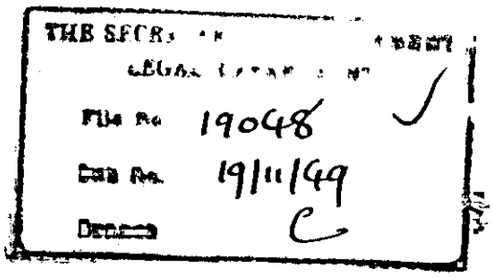
with the L.D. dt. 16.11.49

———x———

HS (S)

Regd
Archives
15 in L.D.
16/11

Legal Department
19048/49.11.49.



+ f. 19 pos

Submitted

2. The Finance Deptt has agreed to the L.D. proposal.

3. The accompanying memo. put up for approval and signature may now issue.

4. As regards 'A' overleaf the Hon. I will be recommitted

I
21.11.49.

Supt. 23/11

AS (Mr. Hi) 23/11

No. 13471 1733 95

Legal Department,

Bombay Castle (Bombay No.1), 24th November 1949.

MEMORANDUM.

The undersigned presents compliments to the Accountant General, Bombay, and is directed to convey the sanction of Government under rule 26 of the Law Officers (Conditions of Service) Rules to the payment to Mr. R. V. Jathar, Assistant Government Pleader, Dharwar, of a fee of Rs. 25/- (Rupees Twenty five only) for translating a legal document into Kannad.

2. The expenditure should be debited to the current years grant under the head "27-Administration of Justice-B-Law Officer -B 2 Mofussil Establishment - B 2(3) Allowances Honoraria etc. Fees in Government Civil and Criminal Cases".

By order of the Governor of Bombay,

Assistant Secretary to the Government of Bombay,
Legal Department.

To

The Accountant General, Bombay (through the Finance Department).

Copy to:-

The Finance Department,

Mr. R. V. Jathar, Assistant Government Pleader, Dharwar,

The Treasury Officer, Dharwar.

Issued on 24/11

kam. 21.11.49.

PGS 21/xi/49

Orders issued in consultation with the Finance Department
Notes remain in this Department and can be seen when required.

Submitted after issue.

The necessary sanction has now been issued. The bill for Rs. 25/- prepared by the A.G.P's Shamm, may now be returned duly countersigned.

P.4 only.

Noted in the register

11/1

1/12/49.

1/12

Ag CWM

1/12/49

No. 1068 dated 5 Dec '49,
Office of the Dist Govt Pleader,
Dharwar.

1.9 35 A.

To

The Remembrancer of Legal Affairs,

Bombay.

Sub : **Bill for fees for drafting a legal document.**

Sir,

I have the honour to inform you that I have drafted an agreement deed in accordance with No. LBPSR. 1022 dated 4-10-1949 from the Collector, Dharwar and submitted the same to him. I am today submitting my bill of fees of Rs.40/- only for drafting this legal document under rule 22 of the Law Officers' Rules, for your sanction and early payment.

20366
9/12/49

A draft of the agreement and the Collector's letter accopany for your perusal. They may please be returned

2

when done with..

Yours faithfully,

R. V. Pathar

Asst. Govt Pleader.

Submitted through the District Govt. Pleader, Dharwar.

Forwarded with Compliments for favour of sanction.

Asst. Govt Pleader

Legal Department.

20366/9-12-1949.

Submitted.

2. The District Government Pleader, Dharwar submits a bill for Rs. 40/- for drafting an agreement under the instructions from the Collector of Dharwar issued in his No. L.B.P.S.R.1022, dated 4-10-1949.

3. Under rule 22 of the Law Officers (Condtions of Service) Rules a Government Pleader who is asked to draft a legal documents or do any conveyancing work is entitled to such remuneration not exceeding Rs. 100/- for each case as the Legal Remembrancer may see fit to grant.

4. It is for orders as to what remuneration should be paid to the District Government Pleader, Dharwar, in the present case.

15.12.49

Supt. 15/12.

AS(14.14) will Solicitor please see my file case at P 3 5 in order.

15/12

Solicitor

The case is in order.

15/12

15/12

Resubmitted

2. Attention is invited to para 4 of this note overleaf.

3. It is for orders what fees should be paid to the D-G.P., Dhiwar for drafting the agreement.

16/12/89

16/12

Hs (Mr. M.) Ke. may be paid Rs 30/-

17/12

19/12

No. 14881

Office of the
Remembrancer of Legal Affairs.

Bombay Castle (Bombay No.1), 21st December 1949.

Memorandum.

With reference to his letter No. 1068, dated the 5th December 1949, the District Government Pleader, Dharwar, is informed that the Remembrancer of Legal Affairs is pleased to sanction under rule 22 of the Law Officers (Conditions of Service) Rules the payment of a fee of Rs. 30/- (Rupees Thirty only) for drafting the agreement referred to therein.

2. He is accordingly requested to prefer a bill in the prescribed form for the countersignature of the Remembrancer of Legal Affairs.

3. The papers received with his letter referred to above are returned herewith.

for Remembrancer of Legal Affairs.

To

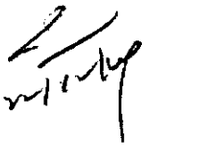
The District Government Pleader,
D H A R W A R.

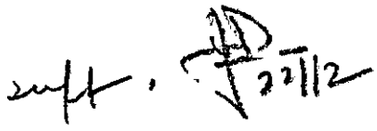
3B.

Subd. after mine

Await his further Rep!

Dhwn.





No. 16 dated 6 Jan '50,
Office of the Dist Govt Pleader,
Dharwar.

25-44-49

To

The Remembrancer of Legal Affairs,

Bombay.

Subject :- Bill for pleaders fees.

Sir,

With reference to your No.14881 dated 21-12-1949, I have the honour to submit herewith my bill for Rs.30/- sanctioned under your above No. for your countersignature and early return.

Yours faithfully,

R.V. Jathar

Asst. Govt- Pleader.

439
10/1/50
C.

L.D

439/10-1-50

Submitted.

The Asstt. Govt. Pleader, Thanesar forwards a bill for Rs. 30/- for fees for drafting an agreement. The payment was sanctioned vide R.L.As. memo. No. 14881, dt. 21-12-49. The bill is in order and may be returned duly countersigned.

R
10/1/50

Noted in the register.
10/1

Supt. 10/1

AG (M.M.) 10/1

27 99-113

From

The District Government Pleader, Kanara.

To

The Remembrancer of Legal Affairs,
Bombay.

No. 519 of 1950. Karwar, 30-9-1950.

Sir,

I am forwarding herewith a letter received from the D.F.O. W.D.Kanara to draft a Gift-Deed. Copy of the draft has been sent herewith. I request you to sanction reasonable fees for the drafting of the document, under Rule 22

This is done in 'A'.

BSW 3/10

Yours faithfully,

D.G.P.Kanara.

L. D. 3 OCT 1950

SOLICITOR TO GOVERNMENT
LEGAL DEPARTMENT
No. 2190
Bill No. 3/10/50
BOMBAY

18244
A-5-10-50

29 to 45

To,

The District Government Pleader,
Kanara, Karwar.

No. C/9/ 6977 of 1950-51. Karwar, 13-9-1950.
14

Subject:- Construction of Naka at Hasinbal.

A plot measuring 6 gunthas out of Survey No. 21 of Hasinbail village in Honawar Taluka has been offered as a free gift by the owner Shri Rama Parma Hegde of Hasintal for the construction of quarters for one forester and one guard and the same has been approved by the Government under letter No. C/24293 - J dated 16-6-1950.

A gift deed is to be got executed from the owner of the plot before it is actually taken possession by this department.

It is therefore requested that a draft of a gift deed to be got executed in this case may kindly be sent to me for further action.

Divisional Forest Officer,
Kanara Western Karwar.

Rec'd 18/9

3-1-403

117.

DEED OF GIFT.

This Indenture made this day of September 1950 between Shri Rama Param Hegde of Hadinbal in Honavar Taluka hereinafter called the donor of the one part and the Governor of Bombay State hereinafter called the donee of the other part.

Whereas the said donor is the owner of the property mentioned in the schedule below and whereas out of free will and with the intention of helping the Government in the construction of quarters for one Forester and one Guard he wants to gift the property mentioned in the schedule to the donee perpetually. Now this Indenture witnesseth that the said donor doth hereby bestow upon the said donee and absolutely give a way unto him the property mentioned below in the schedule. This gift has been approved by the Government under letter No.O/24298-J/dated 16-6-1950. The donor has given up all his right title and interest in the said land perpetually in favour of the donee.

SCHEDULE.

6 gunthas of land out of survey No.21 of Hadinbal in Honavar Taluka within the sub-registration limits of Honavar Taluka in the District of North Kanara bounded on the East by on the West on the North and on the South

Drafted by me
19-9-50

33. Legal Department. 119
18244/5-10-50.

Submitted. 105

2. Under instructions from the Dist. Forest Officer, W.D. Kanara, the Dist. Govt. Pleader, Karwar, has drafted a gift-deed. He requests R.L.A. to sanction reasonable fees for drafting the deed under rule 22 of the L.O. (C.O.) R.

3. Under rule 22 of the L.O. (C.O.) R. a G.P. who is asked to draft legal documents or do any conveyancing work is entitled to such remuneration not exceeding Rs. 100/- for each case, as the R.L.A. may see fit to grant.

4. The drafting of the said deed appears to be a small piece of conveyancing work under the

D. G. P. Kapadia has done. A fee of Rs. 10/-, therefore, appears reasonable and may be sanctioned.

8/
5-10-50

Supdt 9/10

A fee of Rs 10/- is quite adequate for preparing the document in question.

AHS E.J 10/10

[illegible] 11/10

No 1434 35 ~~10 12~~ 9

Office of the
Remembrancer of Legal Affairs.
Bombay Castle (Bombay No.1), 12th October 1950

Memorandum.

With reference to his letter No. 519, dated the 30th September 1950, the District Government Pleader, Kanara, is informed that The Remembrancer of Legal Affairs is pleased to sanction under rule 22 of the Law Officers (Conditions of Service) Rules the payment of a fee of Rs. 10/- (Rupees Ten only) to him for drafting the gift-deed.

2. He is accordingly requested to prefer a bill on the prescribed form for the countersignature of the Remembrancer of Legal Affairs.

for Remembrancer of Legal Affairs.

To
The District Government Pleader,
KANARA.

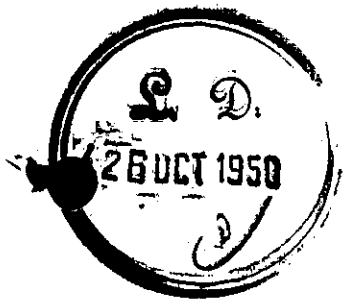
Subb. after issue.

Amrit Lal from D.E.I Kanpur

13/10/20

Engg. Sr. 13/10.

37 to 9 123 #



From

B.S.Mavinkurve, Esquire.,
District Government Pleader, Kanara, Karwar.

To

The Remembrancer of Legal Affairs, Bombay.

No.583 of 1950. Karwar, dated 23-10-1950.

Subject :- Payment of fees for drafting a Gift-Deed.

Sir,

With reference to your memo No. 14341, dated 12th October 1950, sanctioning a sum of Rs.10/- for drafting a Gift-Deed, I have the honour to enclose herewith a bill for the sum for favour of your counter-signature and early return.

Yours faithfully,

District Government Pleader, Kanara,
KARWAR.

M.B
5

19631
27/10/50

Legal Department.
19631/27.10.50.

Submitted.

The D.G.P. Kanara, submits a bill for Rs. 10/- for drafting a gift-deed. The payment has been sanctioned under R.L.A. memo. No. 14341, dt. 9 and 12-10-50. The bill is in order and may be returned to the D.G.P. Kanara, duly countersigned. Noted in the register.

27.10.50

SDP/28/10

Supdt.-

AAS 27/10

True Copy

No. 14341. 39-11-1955

Office of the Remembrancer of Legal Affairs
Bombay Castle (Bombay No.1),
Dated 12th October 1950.

Memorandum:

With reference to his letter No.519, dated the 30th September 1950, t he District Government Pleader, Kanara, is informed that the Remembrancer of Legal Affairs is pleased to sanction under rule 22 of the Law Officers (Conditions of Service) Rules the payment of a fee of Rs.10/- (Rupees ten only) to him for drafting the gift-deed .

2. He is accordingly requested to prefer a bill on the prescribed form for the countersignature of the Remembrancer of Legal Affairs.

Sd. Illegible.
for Remembrancer of Legal Affairs.

To

The District Government Pleader, Kanara, Karwar.